81-1260433 RECORDING REQUESTED BY TITLE INSURANCE AND TRUST COMPANY AND WHEN RECORDED MAIL TO TITLE INSURANCE AND TRUST COMPANY Name Attn: Vincent Shepherd Address 700 Wilshire Blvd. Fourth Floor City & State Los Angeles, CA 90017 MAIL TAX STATEMENTS TO XX Name 9 (SAME AS ABOVE) Address · Title drowne met Trust Co 10 Signature of Decimant or Apost data ming in tax . Firm Rame City & State 11 7854047 RB 12 CORPORATION GRANT DEED FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknow-16 17 18 19 20 21 22 23 24

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RECORDED IN THE CIAL RECORDS OF NOS AND ES COUNTY, CA

DEC 24 1981

AT B A.M.

THE EYED,

AGD

Recorder's Office

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ESC. 7882264 RB

ledged, THE CITY OF LONG BEACH, a municipal corporation organized under the laws of the State of California, and the BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH, (hereinafter referred to as GRANTORS) hereby GRANT to TITLE INSURANCE AND TRUST COMPANY, Trustee under a Declaration of Trust dated July 16, 1981, as amended December 15, 1980 (Trust No. IR-2567-00-6) an undivided 91.15 per cent interest as tenant in common, in real property in the City of Long Beach, County of Los Angeles, State of California, hereinafter referred to as the PROPERTY: described in Exhibits "A", "B" and "C" attached hereto, incorporated by reference and made a part hereof. This Grant is subject to the following terms, reservations, conditions, easements and encumbrances:

A. All water or water rights in the Property, and all

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water which may be produced therefrom is reserved to Grantors provided, however, that all such rights so excepted and reserved shall be exercised without the use of the surface of said land.

B. All oil, gas, hydrocarbons and minerals of every kind and character lying more than five hundred (500) feet below the surface of said Property, together with the right to drill into, through and to use and occupy all parts of said Property lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said or other lands are reserved to the City of Long Beach but without, however, any right to use either the surface of said Property, or any portion of said land within five hundred (500) feet of the surface for any purpose or purposes whatsoever.

C. An avigation easement is reserved for the benefit of the City of Long Beach and all other persons to pass over but not upon the surface of said PROPERTY; provided, however, the aforementioned avigation easement shall not impede reasonable use of said buildings and structures, and shall in no event impose more restrictive limits than established by the Federal Aviation Regulation Part 77, as now existing or subsequently amended, to which limits any building or structure erected or placed on the PROPERTY shall conform. The provision of this paragraph shall be in effect only so long as the City of long Beach or any other governmental agency, operates or maintains a public airport abutting the PROPERTY described herein.

D. GRANTORS shall not be liable for any possessory interest or ad valorem property taxes or any other tax which

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Robert W. Parkin City Attorney of Long Beac 333 West Ocean Boulevan Long Beach, California 908 Telephone Afon 6051 . 10

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may become due and payable as a result of this transaction.

- E. Easements, rights of way, covenants, conditions or restrictions of record, which are approved by Grantee.
- F. Any oil or gas leases of record covering the PROP-ERTY, or any portion thereof said rights to be exercised pursuant to the limitations set forth in Paragraph hereof.
- G. Such defects, taxes, liens, encumbrances, or other matters, if any, created, suffered, assumed or agreed to by Grantee, and which may attach to or become operative against the PROPERTY or the title thereto upon the recordation of the GRANTORS Grant Deed and passage of title to Grantee, or which may have been created by, levied against, imposed upon, or resulting from the use or occupancy of the PROPERTY or the right to the use or occupancy of the PROPERTY by Grantee.
- $\mbox{\ensuremath{\mbox{H.}}}$ Limitations on use as specified in Paragraph K in this Deed.
- I. The clear zone for Runway 34R-16L extends over portions of the Conant property and shall be maintained by means of a clear zone easement in the manner provided in FAR Part 77 and FAR Part 152.
- J. Easements and City facilities shown in Tract Map 29579, recorded in the Office of the County Recorder of the County of Los Angeles in Book 935, pages 37-40.
- K. The PROPERTY to be conveyed by this deed shall be used principally for purposes of aircraft related manufacturing, and related modification and support activities, including but not limited to servicing, storage, maintenance, overhaul, design, testing, repair, sales, service, painting, washing, flight train-

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Robert W. Parkin City Attorney of Long Beach 333 West Ocean Boulevard Cong Beach, California 9080 Telenhone, Rob 605 8

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ing, ground training, charter, fabrication, forming, bonding, machining, cutting, welding, casting, brazing, annealing, assembly forging related to aircraft coverings, fasteners, fuel, communication equipment, navigation equipment, avigation equipment, assemblies, sub-assemblies, parts, casting, structures, components, engines, tires, wheels, brakes, motors, instruments, seats, lights, upholstery, carpets, drapes and miscellaneous parts, and Grantee or any assigns, vendees or successors in interest of Grantee shall not use the PROPERTY for any other purpose so long as CITY or any other governmental agency, operates or maintains an airport abutting the PROPERTY. This covenant shall run with the land and shall bind Grantee and all of successors, heirs and assignees of Grantee. Should Grantee sell and convey the PROPERTY to others than CITY, the deed executed by Grantee shall contain restrictions limiting the use of the PROPERTY to those enumerated herein so long as CITY, or any other governmental agency, operates or maintains an airport abutting the PROPERTY. If there ceases to be a public airport maintained abutting the PROPERTY, Grantee agrees for itself and its assigns, vendees and/or successors in interest, that any use of the PROPERTY shall be compatible with the zoning laws of CITY then in full force and effect as such zoning laws may be or become applicable to the PROPERTY.

L. If the City of Long Beach or any other government agency owns, operates or maintains a public airport adjacent to the property at the time Grantee or its successors or assigns shall receive a bona fide offer to sell or exchange (provided there is no obligation to pay more for the exchange property than for the property granted in this Deed) the property subject

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to this Deed on terms and conditions acceptable to it, Grantee shall furnish CITY with a written notice of its intention to ac-3 cept such offer (including a copy thereof), and shall afford CITY the opportunity to purchase the PROPERTY for the same price. and on the same or, in Grantees sole discretion, substantially similar terms and conditions as set forth in said offer, provided, however, that notwithstanding the closing date established in the bona fide third party's offer, Grantee will grant CITY six months from the date of receipt of CITY's notice of exercise of its right of first refusal in which to close the transaction. If CITY elects to purchase the PROPERTY it shall furnish written notice to Grantee of such election within 30 days of receiving the original notice from Grantee. If upon receipt by CITY of Grantee's notice of its intention to accept an offer from an unaffiliated third party to purchase the PROPERTY, CITY elects not to purchase the PROPERTY, or if CITY elects to purchase the PROPERTY, but fails to close the transaction in the prescribed time, CITY's rights under this Section shall terminate. Upon or after termination of the right of first refusal set out in this Paragraph L, CITY shall, upon reasonable request by Grantee or Grantee's successors and assigns, execute such documents as may be reasonably required to evidence the termination of the rights of CITY under this Paragraph L.

M. In the event the operation and maintenance of a public airport has ceased and terminated, it is agreed that the use of the PROPERTY, or any part thereof, by any buyer shall be compatible with the zoning laws of CITY then in full force and effect. If Grantee sells and conveys the PROPERTY to others than

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CITY, and CITY owns, operates and/or maintains a public airport adjacent to the PROPERTY, any deed executed by Grantee shall expressly restrict and limit the use of the PROPERTY to those uses herein enumerated, so long as CITY or any other public agency, owns, operates and/or maintains an airport at its present location. Right of ingress and egress to such airport shall not be different than such right granted to Montana Land Company in Paragraph V of that certain agreement entered into by and between CITY and Montana Land Company on January 9, 1940, and recorded in Official Records of Los Angeles County in Book 17181, pages 240 through 248 and such right of ingress and egress as is conveyed herein. No provision pertaining to access in this Agreement is intended to change the grant of right of ingress and egress as provided in Paragraph V of the said January 9, 1940 agreement between Montana Land Company and the City of Long Beach.

N. The covenants, conditions, restrictions and reservations contained in Exhibit *D*, attached hereto, are incorporated by reference and made a part hereof.

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	1	IN WITNESS WHEREOF,	CITY OF LONG BEACH and the BOARD
	2	OF WATER COMMISSIONERS OF THE	CITY OF LONG BEACH, and each of
	3	them, have caused this instrum	ent to be executed by their author-
	4	ized officers.	
	5		
	6	Dated December 17, 1981	CITY OF LONG BEACH
	7		CITI OF LONG BEACH
	8	EXECUTED PURSUANT TO SECTION OF	By Robert C. Crighton
	9	THE CITY CHARTER.	ASSISTANT CITY MANAGER
	10		BOARD OF WATER COMMISSIONERS
each 30802	11	Dated December 10,1981	OF THE CITY OF LONG BEACH
Parkin Omg B Omsa 0-606	12		By the Francis Fourier
er W. F ey of t. Ocean Calif	13		President
Robe Attorn West (Beach elepho	14		By Co. OCc. Secretary
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	16	12	Ω : /
J	17	Approved as to form this $\frac{10}{2}$	lay of Alle (1, 1981
	18 19		
/ `	20	RC	OBERT W. PARKIN, City Attorney
	21	Ву	1 rest Da
	22		Deputy
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in and for said State, personally appeared the known to me to be the ASSISTANT C mynicipal corporation that executed the within i	ity Manager of the City of Long Beach, the instrument, and acknowledged to me that he	•	
executed such instrument on behalf of said mun WITNESS my hand and official seal.	icipal corporation.		
STATE OF LALIFORNIA SS.	OFFICIAL SEAL JO ANN EURIS Nets of Commission Commission Latter March 12 1985		8
On this 10 ⁴⁸ day of Notary Public in and for said State, Wm. A. Williams, known to me to be to BOARD OF WATER COMMISSIONERS OF THE ment, and they acknowledged to me the behalf of the City of Long Beach and	he President and Secretary, leads CITY OF LONG BEACH, that executed lat said Board executed said inst- ion its own behalf in its official	ectively, of the d the within instrument for and on all capacity.	
OFFICIAL SEAL VICKI UEHLI Notory Public - Coliforn PRINCIPAL OFFICE IN LOS ANGELES CHUNTY MY C. IMMISSION EXPIRES DECEMBER 21, 1	Vicki Uehli	and official seal.	

LEGAL DESCRIPTION WARDLOW PROPERTY

Lots 1, 2, 3 and 4 of Tract No. 29579 as recorded in the records of the County Recorder of the County of Los Angeles in Book 935, paged 37-40.

EXHIBIT A

PARCEL 1:

THOSE PORTIONS OF LOTS 49, 51 AND 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEWOOD BOULEVARD, (FORMERLY KNOWN AS CERRITOS AVENUE 80 FEET WIDE) AS SHOWN ON SAID TRACT NO. 8084 NOW VACATED AND ABANDONED BY THE STATE OF CALIFORNIA HIGHWAY COMMISSION. A CERTIFIED COPY OF WHICH WAS RECORDED MAY 19, 1959, AS INSTRUMENT NO. 3601 OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LAKEWOOD BOULEVARD (100 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED JANUARY 5, 1932, AS INSTRUMENT NO. 1150 IN BOOK 11271 PAGE 368 OF OFFICIAL RECORDS OF SAID COUNTY WITH THE NORTHERLY LINE OF SAID LOT 51; THENCE ALONG SAID LAKEWOOD BOULEVARD (100 FEET WIDE), SOUTH 0 DEGREES 06 MINUTES 03 SECONDS WEST 133.81 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE EASTERLY 2077 FEET, A TANGENT WHICH BEARS SOUTH 9 DEGREES 09 MINUTES 01 SECONDS EAST FROM SAID POINT AND SO RECITED IN SAID VACATION AND ABANDONMENT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 46 SECONDS AN ARC DISTANCE OF 372.03 FEET; THENCE SOUTH 25 DEGREES 16 MINUTES 10 SECONDS EAST 18.01 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED. NOVEMBER 2, 1959, AS INSTRUMENT NO. 3959, IN BOOK D-652 PAGE 15 OF OFFICIAL RECORDS OF SAID COUNTY AS RECITED AS HAVING A BEARING AND LENGTH OF "SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST 106.64 FEET"; THENCE SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST TO A LINE THAT IS PARALLEL WITH AND DISTANT 583.00 FEET SOUTHERLY FROM THE NORTHERLY LINES OF SAID LOTS 49, 51 AND 52; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3800.79 FEET; THENCE NORTH ODEGREES 08 MINUTES 55 SECONDS WEST 533.01 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS WEST 70.86 FEET TO A POINT IN THE NORTHRLY LINE OF SAID LOT 49, SAID POINT BEING DISTANT NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3718.10 FEET; ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, FROM THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST 3718.10 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID LOT 52, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE, OF MINING, DRILLING, EXLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THERBOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094, PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923, PAGE 236,

EXHIBIT "B"

PARCEL 2:

THAT PORTION OF LOT 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH. COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF CONANT STREET, 80 FEET WIDE, AS DESCRIBED IN THE DEEDS TO COUNTY OF LOS ANGLES, RE-CORDED SEPTEMBER 21, 1942, AS INSTRUMENT NO. 523 AND RE CORDED APRIL 21, 1941, AS INSTRUMENT NO. 1071 IN BOOK 18324 PAGE 299 BOTH OF OFFICIAL RECORDS OF SAID COUNTY WITH A LINE THAT IS PARALLEL WITH AND DISTANT 300 FEET WESTERLY FROM THE EASTERLY LINE OF SAID LOT 52; THENCE ALONG SAID CONANT STREET (80 FEET WIDE) NORTH 89 DEGREES 53 MINUTES 48 SEC-ONDS WEST 2224.60 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED NOVEMBER 2, 1959 AS INSTRUMENT NO. 3959 IN BOOK D-652 PAGE 15 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERLY BOUNDARY OF SAID DEED TO THE STATE OF CALIFORNIA AS FOLLOWS:

SOUTH 33 DEGREES 21 MINUTES 43 SECONDS WEST 50.42 FEET AND SOUTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1932 FEET THROUGH CENTRAL ANGEL OF 16 DEGREES 53 MINUTES 01 SECONDS AN ARC DISTANCE OF 569.31 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 585 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF SAID HEREINABOVE MENTIONED CONANT STREET; THENCE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 53 MINUTES 48 SECONDS EAST 2087 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 300 FEET WESTERLY FROM THE EASTERLY LINE OF SAID LOT 52; THENCE NORTHERLY ALONG SAID MENTIONED PARALLEL LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RE-SERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094 PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923, PAGE 236, OFFICIAL RECORDS.

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An easement, appurtenant to land described in Exhibits A and B hereto, which easement shall constitute a right of ingress and egress to and from the taxiways and runways of the Long Beach Airport as delineated on Exhibit C-l hereto, from those portions of the land described in Exhibits A and B hereto which abut the Long Beach Airport. Said easement is appurtenant, running with the land, and not personal.

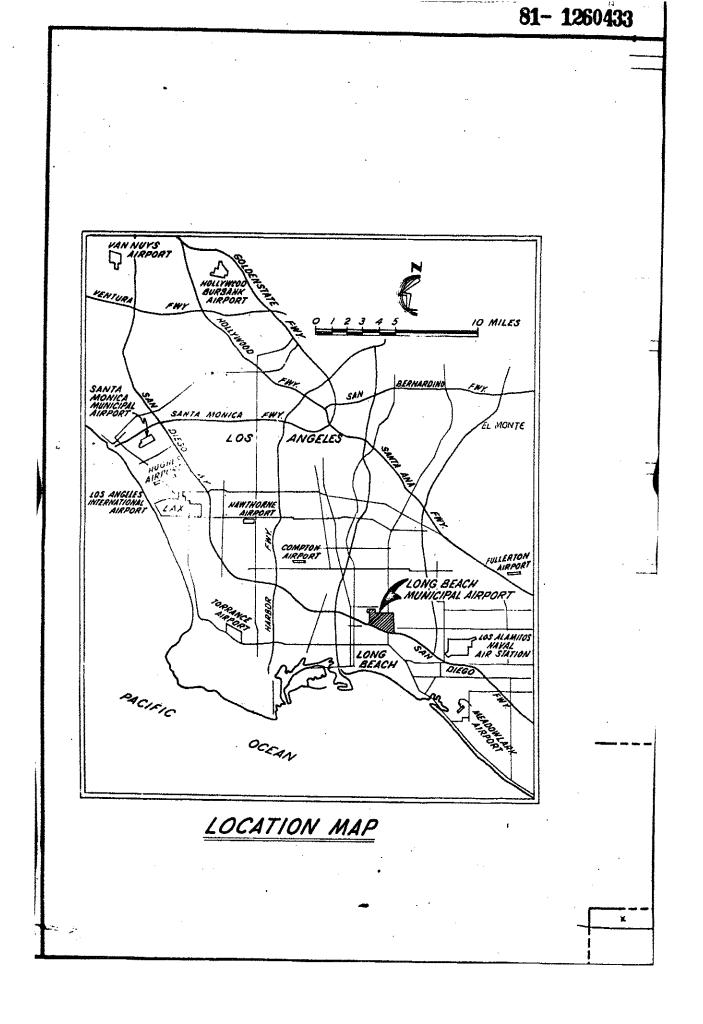


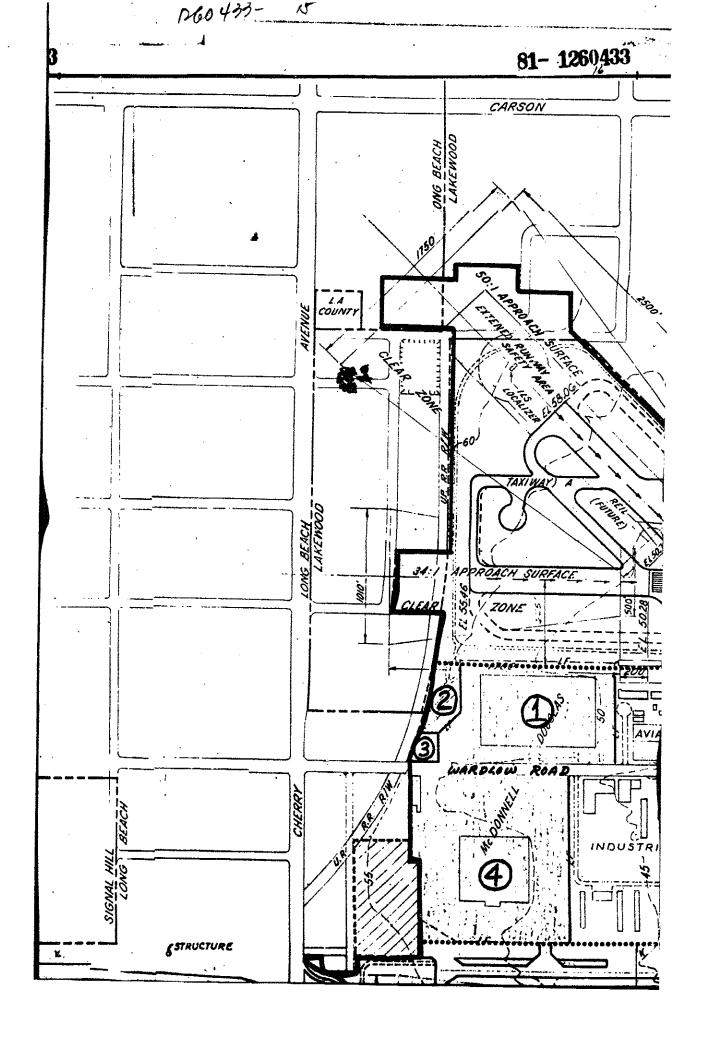
- 1. There is hereby reserved to the City of Long Beach, (City), its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the above described real property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on Long Beach Airport.
- 2. Grantee, by accepting this conveyance, expressly agrees, for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or building nor permit objects of natural growth or other obstruction on the above described real property above a height as determined by the application of the requirements of 14 C.F.R., Part 77 (FAR Part 77). In the event the aforesaid covenant is breached, Grantor reserves the right to enter on the above described real property and to remove the offending structure or object and to cut the offending natural growth, all of which shall be at the expense of the Grantee.
- 3. Grantee, by accepting this conveyance, expressly agrees, for itself, its successors and assigns, that it will not make use of the above described real property in any manner which might interfere with the landing and taking off of aircraft at the Long Beach Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, Grantor reserves the right to enter on the said real property and cause the abatement of such interference at the expense of Grantee.
- 4. Grantee agrees that there is hereby reserved to the City an easement for Runway 25 right clear zone approach area, trapezoidal in form, located at the east end of said Runway 25 right; this clear zone approach surface is a trapezoidal inclined plane, with a slope of 34-1 (one foot of elevation for each 34 feet of horizontal distance), which inclined plane has an elevation of 36.0 feet mean sea level (MSL) at its inner and lower edge; no structures shall penetrate the 34-1 approach slope.
- 5. Grantee agrees that there is hereby reserved to the City an easement for Runway 16 left clear zone approach area, trapezoidal in form, located at the northend of said Runway 16 left; this clear zone approach surface is a trapezoidal inclined plane, with a slope of 20-1 (one foot of elevation for each 20 feet of horizontal distance), which inclined plane has an elevation of 38.3 feet mean sea level (MSL) at its inner and lower edge, no structures shall penetrate the 20-1 approach slope.
- 6. Grantee expressly agrees, for itself, its successors and assigns, that no structures are permitted in the portion of the clear zones which constitute the extended runway safety area.

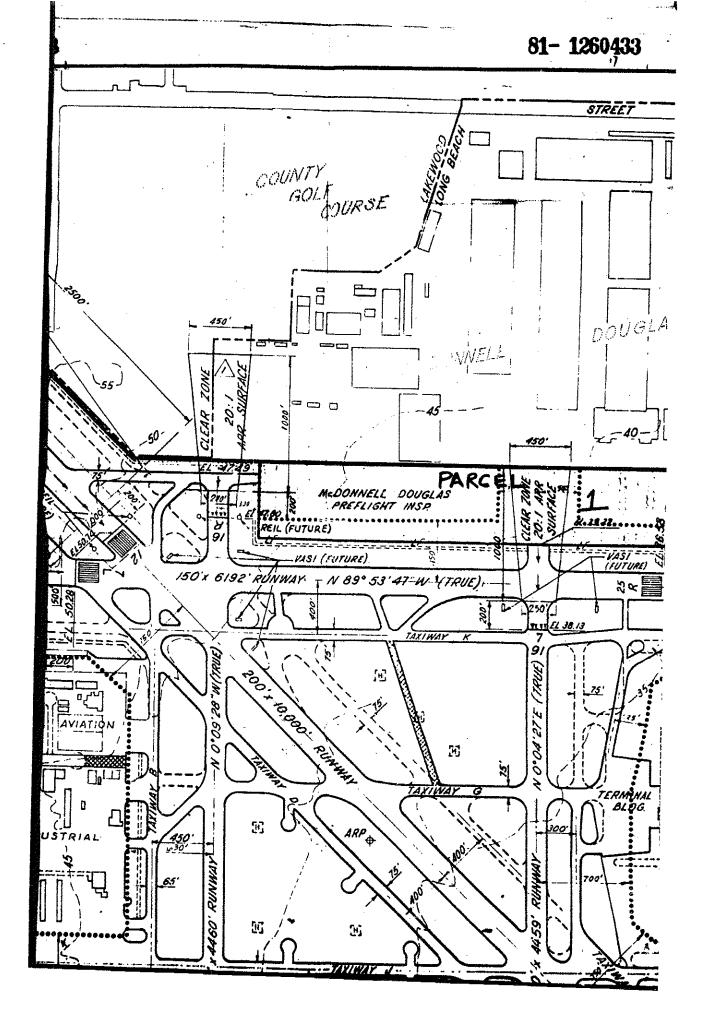
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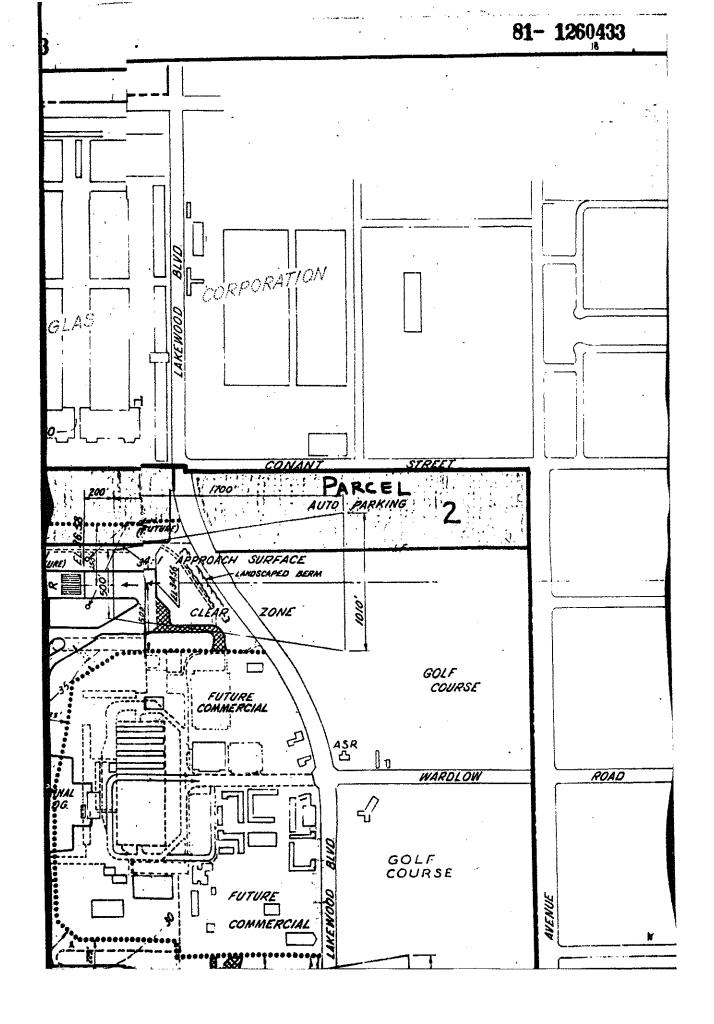
EXHIBIT 'D'

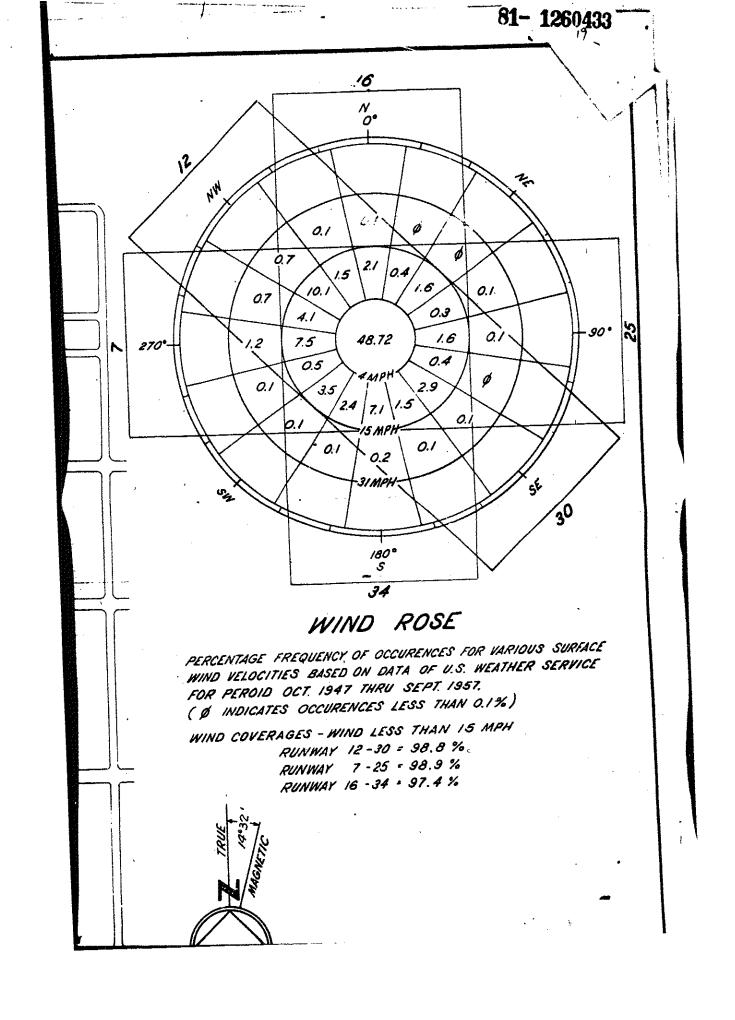
- 7. Grantee expressly agrees, for itself, its successors and assigns, that it will file Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration, (or such other official form as designated), for the purpose of airspace evaluation for any and all structures proposed in the clear zone easement area.
- 8. Nothing herein shall be deemed to revoke any permission to construct improvements in violation of federal regulations which permission has been heretofore lawfully granted by FAA on behalf of the United States.
- 9. The restrictions in this document shall automatically be dissolved upon the cessation of use as a public airport, as approved by the FAA and by the United States, of use of the facility presently known as Long Beach Airport, regardless of the ownership of such facility.

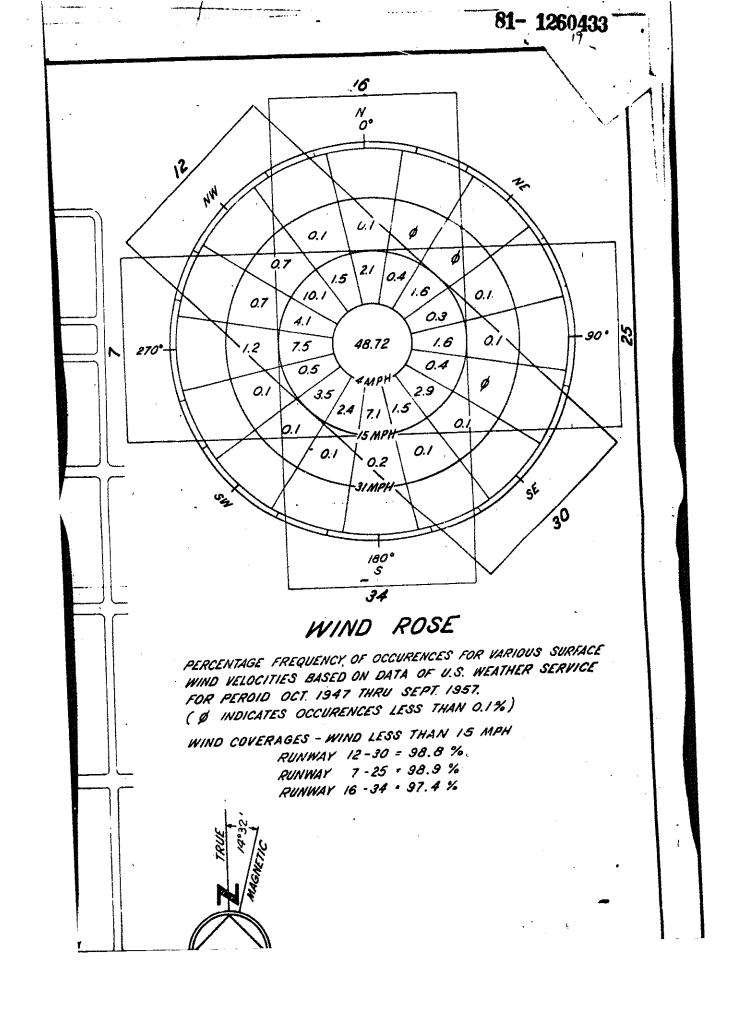




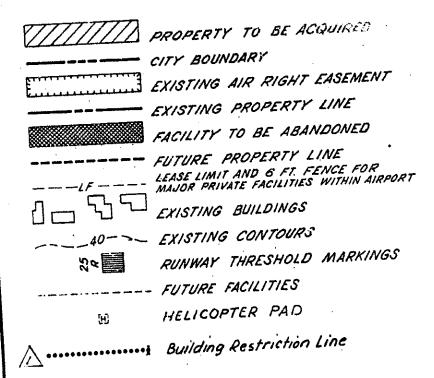


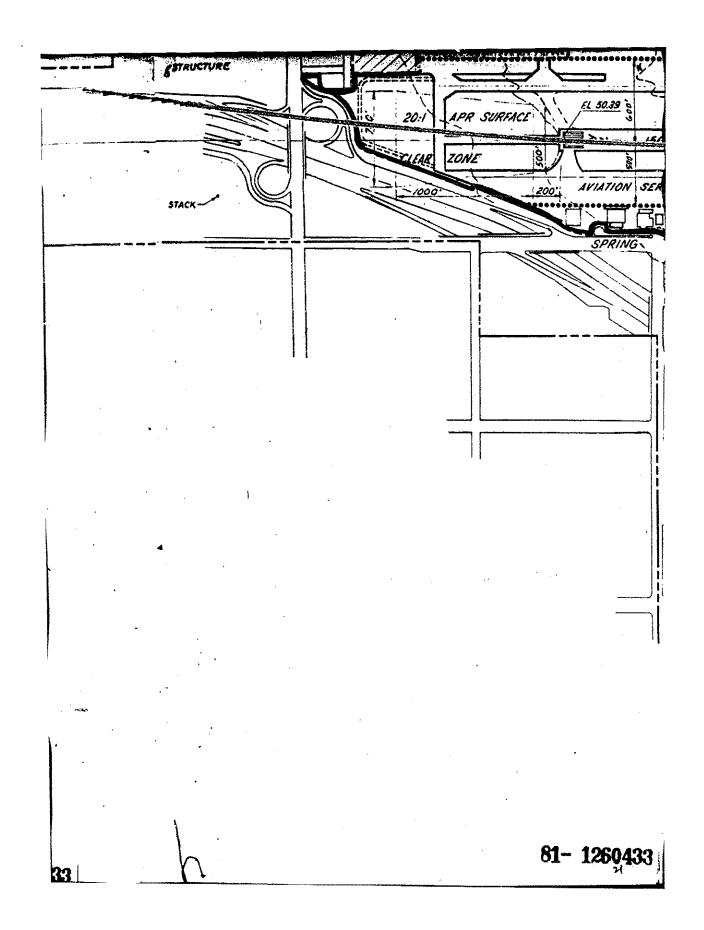


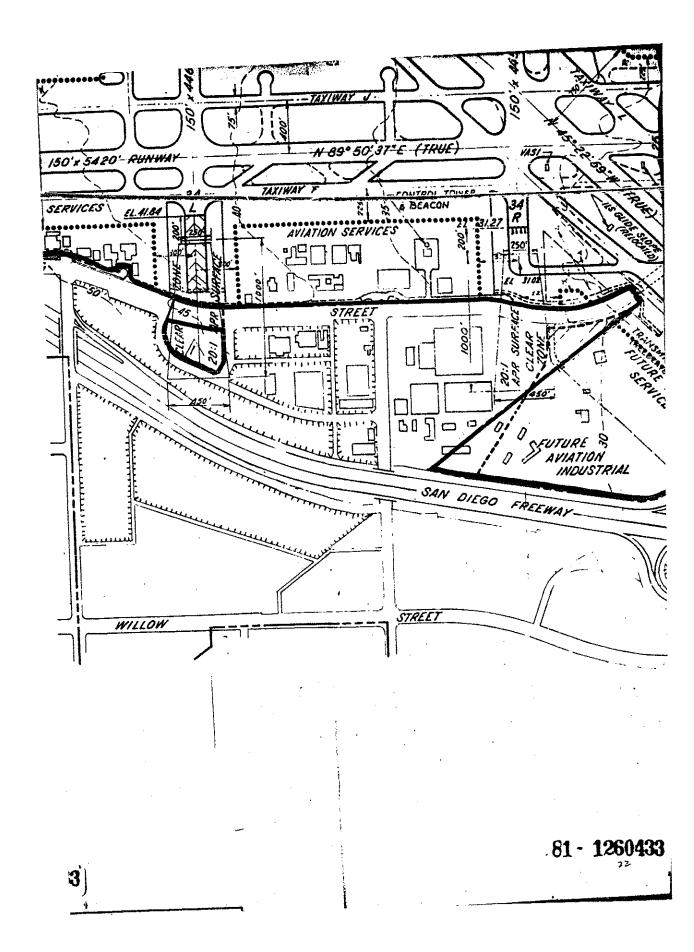


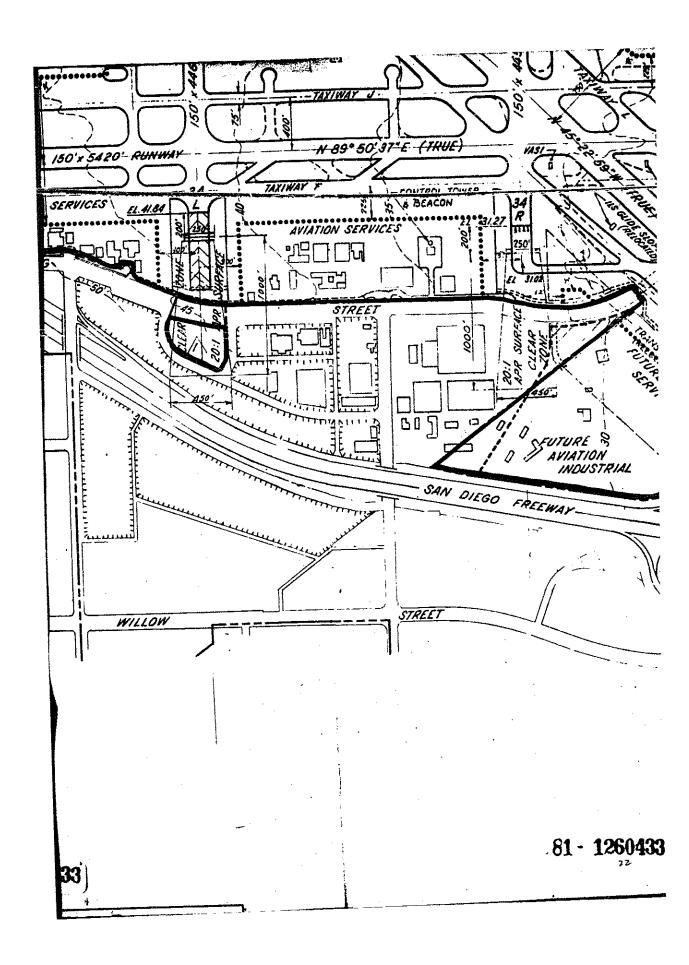


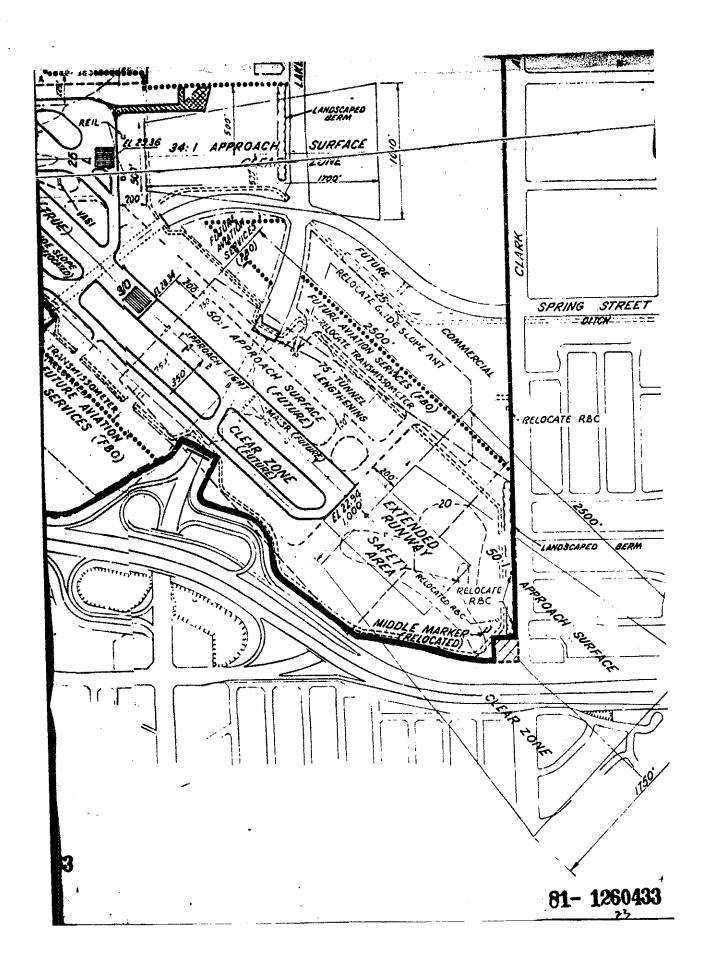
<u>LEGEND</u>

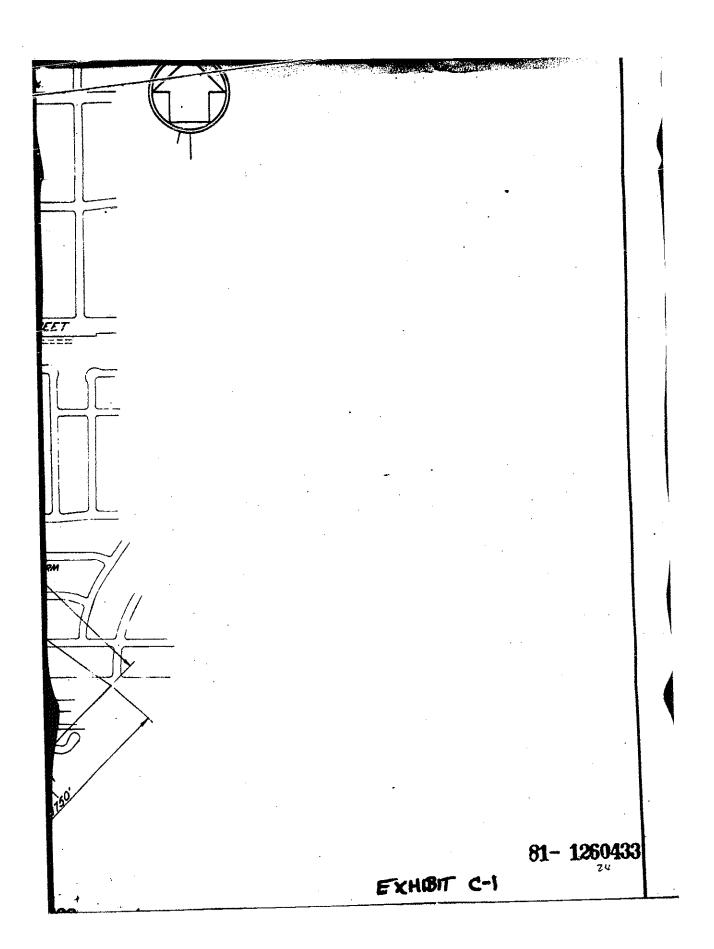












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	N (DT) GET	AR AIRCRAF	7				
IL INIDE!							

